Memorandum of Understanding for LPR Data Exchange

This Memorandum of Understanding ("MOU") is between the City of Tempe Police Department ("TPD"), 120 East 5th Street, Tempe, Arizona 85281, and City of Scottsdale Police Department, 8401 E Indian School Road, Scottsdale, AZ 85251 ("SPD"). The parties may also be referred collectively herein as the "parties" or individually as "party."

1. Purpose. This MOU is intended to allow the sharing of law enforcement license plate reader (LPR) data between TPD and SPD to enhance law enforcement investigations and public safety within their respective communities.

2. Effective Date. This MOU will become effective once fully executed by the parties.

3. Data Sharing. Both parties are members of the Law Enforcement Archival & Reporting Network (LEARN), product/service of Vigilant Solutions, and agree to share their respective LPR data with the other party via the LEARN server.

    a. Prior to any exchange of data, both parties will provide the following information to the other:
        i. Contact information for a single project leader for the party.
        ii. A copy of the party's LPR policy.

4. Restrictions and terms for use of LPR data:

    a. The LPR data shared pursuant to this MOU is solely for legitimate law enforcement use by the parties and shall be used for official purposes only. Secondary dissemination to other agencies and individuals is prohibited except as otherwise required by law. Both parties agree to comply with all current laws, rules and policies governing the confidentiality of any LPR data shared pursuant to this MOU.

    b. Both parties agree that they will maintain audit logs of LPR data accessed pursuant to his MOU and that either party will provide such logs to the other party upon request within ten (10) working days.

    c. Both parties agree to maintain the security and privacy of LPR data accessed pursuant to this MOU and shall only release such data to the extent required by law.

    d. Both parties agree to comply with the applicable records retention schedule for LPR data.

5. Termination. Either party may immediately terminate the MOU at any time if, in it's sole discretion, shared LPR data is used improperly. In addition, this MOU may be terminated by either party with or without cause, upon thirty (30) days

written notice to the other party. If not terminated before this date or extended by mutual agreement of the parties, this MOU shall terminate on January 2, 2021.

6. Cancellation. This MOU is subject to cancellation provisions pursuant of A.R.S § 38-511.

7. Costs. There are no costs associated with sharing LPR data between members of the LEARN server. Contractual agreements with Vigilant Solutions (server host) and the individual agencies contain the responsibility to maintain the ability to physically share the data. To the extent there are any additional costs pursuant to this MOU, each party shall be responsible for absorbing it'sown costs.

8. E-Verify. To the extent applicable under the provisions of A.R.S. §41-4401, both parties warrant to the other that each party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

9. Entire Understanding. This MOU contains the entire understanding of the parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this MOU shall be made only in writing and signed by the parties to this MOU.

10. Counterparts. The parties may execute this Contract in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

City of Tempe Police Department

By: _____

Name: JOHN RUSH

Title: Chief of Police

Date: 3/1/16

City of Scottsdale Police Department

By: _____

Name: Alan Rodbell

Title: Chief of Police

Date: 3/7/16

LPR Sharing MOU

Approved as to Form:

Judith R. Baumann
City Attorney

By:

            Bill V. Amato

Approved as to Form:

Bruce Washburn
City Attorney

By:

          Luis E. Santaella

          LPR Sharing MOU